RESOLVING CONFLICTS INVESTIGATING CLAIMS ABOUT DAMAGE CAUSED BY NUCLEAR INCIDENTS

Hamid Alhooei Nazari[*]
Assistant Professor of Public Law Department, University of Tehran
Seyyed Mehrdad Amirshahkarami
Postgraduate of Private Law, Tehran University
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Abstract
Due to the fact that nuclear activities sometimes bring about damages beyond the installation state, plaintiffs concerning nuclear damages transgresses international borders. Thus victims often belong to a different nation than the responsible authority. Various conventions have been set to regulate the rules in this regard; therefore, numerous rules have been established to specify the competent court and dominant law for governing the related issues. So, related conventions have set various rules to identify and execute verdicts. In this regard, in a country other than the issuing country, members are necessitated to execute the competent court of the foreign country not to leave any room for posing another claim in the other country. The present paper aims to investigate the related conventions concerning nuclear damages in order to shed light on the related issues.

Keywords
Compensation, Conflict of Rules, Convention, Nuclear Damages, The Competent Court, The Court on Installation State, Vienna Paris Convention.

[*] Corresponding author Email: soohan@ut.ac.ir Fax: +9821-66409595

PROVIDING RIGHT TO HEALTH OF NEIGHBORS IN THE LIGHT OF THE LEGAL HEALTH

Mohammad Hassan Emamverdi*
Assistant Professor of Law Department, *International University of Imam Reza*
Mohammad Hassan Sadeghi Moghaddam
Professor of Private Law Department, University of Tehran
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Abstract
Health means lack of disease, and having mental, physical and social well-being. Being health is one of the main human rights that is studied under the title of the right to health. Legal health provides the right to health, which means to prevent violations of the right to health: a policy that limits the owners' freedom in their property. This problem has forced the legislator to regulate their neighborly relations by different regulations. Accordingly, owners are prohibited from endangering the physical health of neighbors through health pollution, the dangers of the building, and exclusion from the sun and endangering the mental health of neighbors through overlooking to houses and noise pollution.

Keywords
Health, Legal Health, Loss, Neighbor, Ownership.

* Corresponding author Email: emamverdy@imamreza.ac.ir Fax: +98513-8653109

PROMPTNESS OR DELAY IN EXECUTING THE RESCISSION OPTION

Abdollah Khodabakhshi[*]
Assistant Professor of Law Department, Ferdowsi University of Mashhad
(Received: 10 September 2016 – Accepted: 29 November 2016)

Abstract
One issue related to the rescission of contracts is whether an option should be applied promptly or it can be delayed until one of the causes for the extinction of the option arises. Consensus has not been reached among Muslim jurists and legal scholars on the topic. Due to the identical nature of options and the practical effects of the discussion, the legal opinions adopted in Islamic jurisprudence and the Iranian civil code should be revised through analysis. Out of the multiple options, promptness of four is expressly mentioned in the civil code, and this is the reason behind the lack of consensus and disagreement. Each of the proponents and opponents of promptness in the Islamic jurisprudence, have their own reasons that cannot be absolutely rejected or accepted. Therefore, based on the fundamentals of contracts law, social and economic impacts and other related circumstances, one opinion should be adopted and applied for all options. The goal of the article is to study this issue.

Keywords
Civil Code, Delay, Jurisprudence, Promptness, Option of Rescission.

[*] Email: dr_khodabakhshi@ferdowsi.um.ac.ir Tel: +9830908810513

EXPLANATION OF ENABLING CLAUSE IN WORLD TRADE ORGANIZATION

Ali Rezaei[*]
Assistant Professor of Islamic and Private Law Department, University of Shiraz
(Received: 7 June 2015 – Accepted: 22 May 2017)

Abstract
World Trade Organization (WTO) has principles among which one of the most important is non-discrimination principle. Under this principle, the organization members should have equal treatment with each other. But since countries are not equal in terms of developmental situation, log in developing or less developed countries to the WTO, requires serious attention to the competitiveness of the economies of developing countries, in order to not being affected during compete with the developed countries. That is why, under enabling clause which is continuation of the generalized system of preferences, developed countries may accord differential and more favorable treatment to developing countries, without according such treatment to other contracting parties. Although, preferences are granted on a voluntary basis, this does not mean that preferences should not be subject to WTO rules. Trade preferences which should be generalized, non-reciprocal and non-discriminatory, are granted on conditionality and selectivity basis that could frustrate the efficiency of the device and its philosophy, namely to encourage and promote economic development in developing countries.

Keywords
GATT, Generalized System of Preferences, Non-discrimination Principle, Special and Differential Treatment.

[*] Email: a-rezaei@shirazu.ac.ir Fax: +9871-36287311

CHOICE BETWEEN THE CRITERIA OF REGULATING CONDUCTS

Seyyed Mohammad Tabataba'i Nejhad*
Assistant Professor of Law Department, University of Tehran
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Abstract
The first and the most dominant function of the law is to regulate the conduct and private behavior in social life through legal commands. The choice at the rulemaking stage to frame a law command either as a rule (ex ante, limited-factor liability determinants) or as a standard (ex post, multi-factor liability determinants) does have implications for the efficient enforcement of law, given that rule-like and standard-like commands imply different sets of costs and benefits for the enforcement authority. Uniform rules limit arbitrary or partisan actions by election supervisors, canvassing boards, courts, and other decision-makers. At the same time, mechanical rules ignore important factors and can lead to the suppression of fundamental political rights. More flexible standards give decision-makers the discretion to protect political participation in particular contexts, but this discretion may also allow a decision-maker's biases to enter the political process. The idea of a pure dualism between rules and standards is too simplistic; rather a continuum of intermediate commands exists. Therefore, there should be the possibility to detect an optimal degree of differentiation of law between the two extremes of rules and standards based on the general aims and function of the law and practical preferences. The paper investigates whether it is possible to assess such optimum and what are the determinants of it. At last, the paper concludes that it is impossible to prefer rule on standards or vice versa rather there would be a need for case by case evaluation to explore which rules or standards are likely to be preferable.

Keywords
Conduct Regulating, Rule, Standard, Tort.

* Email: sm.tabatabaei@ut.ac.ir Fax: +9821-66409595

AN ANALYSIS TO THE LEGAL FUNCTIONING MANNER OF SUBSTITUTING GOODWILL WITH THE KEY-MONEY: UNAVOIDABILITY OF ACCEPTING THE GOODWILL'S RESPECT

Ahad Gholizadeh Manghutay*
Assistant Professor of Law Department, University of Isfahan
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Abstract
This paper analyzes the ambiguous matters of substituting goodwill i.e. its consistency or inconsistency with the ecclesiastical law, its subsistence, and having or not having the right for transferring the lease to others. Then under the heading of the right for key-money, analyzes the key-money as an amount of money separate from the rent, the meaning of the phrase "the right for demanding the key-money in updated rate", non-continuation of the lease after the expiry of its period in the key-money of the first kind, possibility of cancelation of the base lease of the key-money, and the manner of extending the lease; and after comparing the goodwill with the key-money relying on the discussions made, it has concluded that the right for the key-money is not a suitable substitution for the goodwill. As a result, the latter which has been proved as not against the ecclesiastical law, must be returned to the legal system.

Keywords
Adjustment of Rent, Expulsion of Tenants, Goodwill, Key-Money, Transfer of Lease to Others.

* Email: gholizadeh@ase.ui.ac.ir Fax: +98313-6683116

THE LIABILITY FOR COMPENSATION FOR DAMAGES TO THE GOODS WHEN A CARRIAGE PERFORMED BY SUCCESSIVE CARRIERS (INTERNAL AND INTERNATIONAL ROAD TRANSPORT)

Saeed Mohseni[*]
Associate Professor of Private Law Department, Ferdowsi University of Mashhad
Seyyed Jamaluddin Mousavi Taqiabadi
PhD Candidate of Private Law, University of Tarbiat Modares
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Abstract
One of the main issues in international carriage of goods by road is the related issue to liability for compensation for damages to the goods when a carriage performed by successive carriers. Note that carrier may not personally engage in transportation operations, and may delegate it to someone else. The situation contains two separate situations itself. On the one hand, the carrier may use his personnel, servants and drivers who are under his/her command. On the other hand, the carrier may assign carriage operation to another carrier. It is clear that merely the latter situation is included by successive carriage issues. This paper seeks to examine the issue in a descriptive-analytical manner to clarify the relating issues with the different situations of successive carriage and especially the results achieved in the internal road transportation new carrier(s) may be liable in addition to the contracted carrier. But in international road transport that cover convention CMR, it must be admitted that in principle only first carrier, the last carrier and the carrier that damage has occurred in his/her time, is liable.

Keywords
CMR Convention, Damages, Internal Road Transportation, Liability, Successive Carriers.

[*] Corresponding Author Email: s-mohseni@um.ac.ir Fax: +98513-8811243

ACCESS TO JUSTICE AND GOVERNMENT'S RIGHT OF ACTION

Hassan Mohseni*
Associate Professor of Private Law Department, University of Tehran
(Received: 7 November 2016 – Accepted: 18 January 2017)

Abstract
The meaning of access to justice, is not merely right of access, but it also means the principle of access to justice in tribunals as official place for pleading. So, when there is some doubt in the existence of right of action or this right in general tribunal, the principle of access to justice directs us to this resolution that results in the existence of this right. These two meaning have been accepted in Supreme Court's Decisions. This survey shows that in our legal system, the notion of generality of Tribunals and Administrative Justice Court are not the same. Also when government has not the right of action in that court, supreme had said in its two Unification Decision (No. 602 and 699) that can pursuit its lawsuit in general tribunals on behalf and this solution causes a question that if the way and logic of these two Unification Decision can be applied in another cases that our legislator has not foreseen a tribunal for access to justice? Firstly, we are obliged to analyze the nature of Unification Decision. That decision is not positive Law or a thing as Law but also that decision is the interpretation of unification committee of Supreme Court for unification of law in all over the territory. So before author, Administrative Court of Justice by its competence for supervision in administrative law can hear the litigation of government, especially when it is presented in a lawsuit as a claimant or defendant.

Keyword
Access to Justice, Right of Action, Selected Interpretation, Supervisory Competence, Tribunals.

* Email: hmohseny@ut.ac.ir Fax: +9821-66409595

CONFLICT OF RIGHT TO FREEDOM OF CONTRACT AND CONSUMER RIGHT

Mokhtar Néam*
PhD of Private Law, Faculty of Law and Political Sciences, University of Tehran
(Received: 10 October 2015 – Accepted: 4 April 2016)

Abstract
Consumer right has totally appeared at postmodern law as a constitutional right and even as a legal principle. Therefore, the consumer right has moderated the sanctity of freedom of contract and its constitutional value as a general principle of law. Waiving theoretical discussions, we are to study actually the decline of freedom of contract and the rise of consumer right in the statutes and the courts decisions particularly in two important aspects of the consumer right: compulsory contracts and illegality of discrimination.

Keywords
Compulsory Contract, Constitutional Value, Consumer Contract, Discrimination, Welfarism.

* Email: neammokhtar@gmail.com Fax: +9841-31966019

THE SINGLE-MEMBER COMPANY STATUS IN LAW OF IRAN AND EUROPEAN UNION

Jafar Nouri Yushanlui*
Member of the Faculty of Law, University of Tehran
Mojtaba Baneshi
PhD Candidate of Private Law Department, University of Tehran
(Received: 24 October 2016 – Accepted: 18 April 2017)

Abstract
Despite the adoption of a single-member company's formation in most legal systems of the world and the benefits that it brings, in the Iran's current law it isn't anticipated; but according to the new trade law, the possibility of company formation with limited responsibility in the single-member form, is predicted under the 479 provision. When the twelfth instruction was approved, the single-member company is considered as a new law system, number 667, on the 21st of December, 1989, the European Community entered into the legal system of Europe member's state. The Twelfth Directive is one of the 'Third Generation Directives. The UK is affected by the instruction in 1992 and recognized this institution as "Single-member private limited liability companies". However, despite the lack of a written statute in the single-member company's field, some issues such as nationalization or confiscation of some companies and acquisition of their capitals by government as a unit and independent person and also registration of some foreign companies that formed out of Iran territory's legal system as a single-member and solicit to register their own company in Iran. All of them are some issues that lead to the viewing of their interference in Iran's trade. In this article, a company with a single-member under comparative studies was investigated. In addition, we review the new trade law's provision. It is concluded that the company's formation with single-member in the Iran's legal system, from the analytical perspective is desirable and acceptable.

Keywords
Company Break up, Direct, Formation, Merchant, Single-Member Company.

* Corresponding author Email: jafarnory@ut.ac.ir Fax: +9821-66409595